

BOSAL - GENERAL PURCHASE CONDITIONS

A. Contract	
(1) General	<p>1. Hierarchy of norms: 1. Purchase order(s); 2. Contract(s); 3. General purchase conditions.</p> <p>2. All purchase orders for any Supplies (the "Supplies") entered into by BOSAL with SELLER shall be governed by these general conditions of purchase to the exclusion of any other terms and conditions. These general purchase conditions replace the previous general purchase conditions received from BOSAL.</p>
(2) Offer/acceptance	<p>1. A purchase order may be revoked by BOSAL before acceptance by SELLER.</p> <p>2. SELLER has to accept a purchase order for SELLER in writing for a binding contract (the "Contract").</p> <p>3. A purchase order can be an open order, wherein SELLER binds himself to Supplies such of BOSAL's requirements for Supplies as BOSAL may from time to time specify in delivery schedules. Quantities that may be indicated in an open order are given for information purposes only and do not represent a commitment of BOSAL. The actual quantities shall be specified by delivery calls.</p> <p>4. SELLER's acceptance of the Order shall be made by sending to BOSAL the acknowledgment of receipt, by mail or facsimile, within 10 calendar days following the date on which the purchase order has been sent to SELLER by BOSAL.</p> <p>5. Any purchase order may be cancelled by BOSAL at any time prior to receipt by BOSAL of the acknowledgment of receipt, by written notice sent to SELLER effective immediately upon the date of receipt of such notice, without any prior notice or specific procedure. SELLER shall not be entitled to any compensation or damages of any nature whatsoever in the event of a cancellation.</p> <p>6. Should BOSAL impose an increase in the production of parts for which the Supplies are required, SELLER agrees to fulfill, further to the terms of the Contract, any additional requirements of Supplies by BOSAL, at the agreed price for the purchase order and without any extra payment.</p> <p>7. Should BOSAL impose a reduction or stoppage of parts for which the Supplies are required, BOSAL shall have the right, without any liability whatsoever:</p> <ul style="list-style-type: none"> - with respect to production reduction, to adjust the quantities ordered from SELLER accordingly, without additional cost; and - with respect to stoppage of production, to terminate the Contract in accordance with the provisions of § (30). <p>8. SELLER shall organize its production in such a way as to permit SELLER to respond to the circumstances described in this § 2. Each of the Parties shall bear its own costs resulting from such circumstances.</p> <p>9. BOSAL shall be entitled at any time to submit to SELLER a request to amend or supplement the technical specifications of the Supplies. In such case SELLER shall immediately send to BOSAL a technical and financial proposal accompanied by appropriate supporting documentation indicating the effect of BOSAL's request in terms of quality, time and costs.</p> <p>10. If the proposal made by SELLER is accepted by BOSAL, the amendments shall be implemented by SELLER in accordance with the agreed terms. In such event, and without limitation, technical specifications and drawings and/or the price and/or the delivery date or deadlines will be revised accordingly prior to implementation of the amendments.</p> <p>11. Should the Parties be unable to reach Contract on all relevant revisions before the date set for the implementation of the amendments, BOSAL expressly reserves the right to either: (a) have the amendments implemented by another company, in which case SELLER agrees to provide BOSAL with all drawings, technical specifications and any other documents needed in order to implement such amendments; or, (b) terminate all or part of the Contract in accordance with the provisions of § (30).</p>
(3) Non-exclusivity	<p>Unless otherwise specifically stated in the Contract, the Contract is not exclusive and BOSAL may purchase similar Supplies from third parties.</p>
B. Supplies	
(4) Specifications	<p>1. BOSAL shall specify the Supplies as to</p> <ul style="list-style-type: none"> - quality, merchantability, good material and workmanship, free from any defect, fitness for their intended purpose, compliance to all "state of the art"-requirements and to Generally Accepted Quality Systems; - quantities, standards, samples, drawings, tests and other descriptions. <p>2. SELLER shall not deviate from the specifications without the prior written Contract of BOSAL in each separate case.</p> <p>3. SELLER, as an expert in its business, warrants to BOSAL that the Supplies delivered shall be:</p> <ul style="list-style-type: none"> - merchantable, in accordance with the state of the art and in compliance with all applicable laws and regulations; - under normal conditions of use as specified by SELLER, able to perform the functions and to be used for the purposes for which the Supplies are intended, and to be as safe as can reasonably be expected; - in compliance with the drawings, specifications, validations, and all other documentation defining the Supplies described in the Contract; - regarding specifications not explicitly set forth in the Contract, in conformity with the initial samples approved by BOSAL; and - free of any apparent or hidden defect, and from any defect in design (to the extent designed by SELLER), materials and workmanship. <p>4. SELLER shall warrant that it shall develop and maintain active programs (e.g. Six Sigma; PPM quality score impacts, etc.).</p>
(5) Accreditations	<p>1. SELLER must be accredited by the authorities or bodies referenced in the Contract and undertakes to take all necessary steps to maintain its accreditation. Accreditation must be awarded by an independent and duly authorized body, and such accreditation must include the Supplies.</p> <p>2. SELLER shall inform BOSAL as soon as possible of any potential or actual change in its accreditation status and of the steps taken in response.</p> <p>3. In the event of the failure of SELLER to comply with its accreditation obligations BOSAL reserves the right to suspend performance of or to terminate the Contract in accordance with the provisions of § 30.</p>
(6) Changes	<p>1. BOSAL may from time to time by notice to SELLER request reasonable changes, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment of Supplies.</p> <p>2. At SELLER's request with appropriate supporting documentation, the parties to agree upon an equitable adjustment</p>

	to the Contract prices and times for performance as a result of BOSAL's changes.
C. Prices	
(7) Definition	<ol style="list-style-type: none"> Prices for Supplies are firm, final and without provision for indexation or sliding scale, unless otherwise agreed. Unless otherwise agreed, the Prices <ul style="list-style-type: none"> - exclude value added tax and any other applicable sales taxes; - include the cost of all cases and packaging, expenses, disbursements, costs, charges and obligations of any kind. Prices are net of applicable taxes and customs duties. The Prices shall be deemed to take into account all circumstances and particularities of the Contract. SELLER acknowledges having received all information and all other elements required for or relevant to the determination of the Prices. Therefore, SELLER shall not assert any lack of understanding or failure to arrive at a meeting of the minds as a basis for the total or partial breach of the Contract or to claim a Price increase or any other form of compensation. No increase of Prices shall become effective without the prior written consent of BOSAL.
(8) Lowest prices	It is agreed and understood that SELLER shall not sell the Supplies to BOSAL at a price that is less favourable than the price charged to any third party. Further, if at any time during the term of this Agreement, a third-party vendor makes a competitive offer to BOSAL to sell goods similar to the Supplies to BOSAL pursuant to one or more terms (including, without limitation, price, term, volume, quality, performance, freight and/or payment terms) that are more favourable to BOSAL (the "Favourable Terms") than the terms then in effect under this Agreement (a "Competitive Offer"), and BOSAL gives written notice thereof to SELLER, then BOSAL may, at its option and in its sole discretion, purchase the Supplies from such third party on such Favourable Terms, unless within 30 days following the receipt by SELLER of BOSAL's notice of such Competitive Offer, SELLER agrees to meet such Competitive Offer for the Service subject to the Competitive Offer. Should SELLER fail to meet such Competitive Offer for the Supplies subject to the Competitive Offer, then, in addition to having the right to purchase from the third-party vendor the Supplies subject to the Competitive Offer, BOSAL shall have the unilateral right, but not the obligation, to terminate this Agreement without liability except to pay for the Supplies previously delivered by SELLER and for the Supplies covered by a purchase order that is subsequently delivered by SELLER in accordance with the terms of the purchase order. There is no limit to the number of times that BOSAL may exercise its rights under this clause during the term of the Contract.
(8) Payment	<ol style="list-style-type: none"> Payment for Supplies shall be according to the payment terms provided for in the purchase order. For BOSAL there shall be no liability for payment of Supplies in excess of ordered quantities. Unless otherwise agreed, payment for Supplies shall be made 60 days after the end of the month in which the invoice is received at BOSAL. Payment of SELLER's invoice by BOSAL shall not constitute an acceptance thereof. BOSAL reserves the right to set off its payment obligations against any amount which might be owed to it by SELLER, on any grounds and of any nature whatsoever, including amounts corresponding to penalties and quality claims. If SELLER claims damages for late payment, these damages shall be limited to a maximum amount equivalent to that which would result from application of the minimum legal interest rate provided by the applicable law. The total amount of the late fees shall not exceed 10% of the overdue principal amount. This amount shall be calculated on the overdue payments, without capitalisation, per day of interest for delay, by application pro rata of the above-mentioned rate.
D. Delivery	
(10) Delivery terms	<ol style="list-style-type: none"> Supplies shall be shipped "delivered duties paid" - DDP (Incoterms, latest edition), at the place and date specified in the Contract. Deadlines for delivery or performance of the Supplies shall be as set forth in the Contract and are of the essence. No early delivery or receipt of the Supplies shall be made without the prior written consent of BOSAL. SELLER shall implement and maintain, for all Open orders, security procedures acceptable to BOSAL.
(11) Packing/shipment	<ol style="list-style-type: none"> BOSAL shall specify method of packing and shipment of the Supplies. SELLER shall provide BOSAL with <ul style="list-style-type: none"> - all necessary information and documentation to comply with applicable customs, product marking, country of origin, and other applicable laws; and - any specific warnings or instructions regarding the safe installation, operation and maintenance of the Supplies, which should be reasonably provided to the ultimate users of the Supplies. SELLER is responsible for packaging the Supplies, which must be in a manner appropriate for the Supplies and compatible with the means of transport used to ship the Supplies in order to prevent all potential damage to the Product during transportation, handling and storage at the destination site. Packaging and labeling must be in compliance with all applicable laws and regulations, and the specifications set forth in the Contract.
(12) Delivery times	<ol style="list-style-type: none"> SELLER shall deliver Supplies in strict accordance with the Contract terms (e.g. "Just-in-Time delivery"). SELLER shall immediately inform and notify BOSAL in writing of its inability to comply with any of the delivery time(s). SELLER shall specify the reasons for and duration of the expected delay. If Supplies are not ready for delivery in time to meet BOSAL's delivery schedules <ul style="list-style-type: none"> - SELLER shall be responsible for additional costs of any resulting extra freight charges or other special transportation; and - BOSAL shall be entitled to damages.
(13) Controls prior to delivery	<ol style="list-style-type: none"> BOSAL reserves the right to inspect the Supplies before their delivery or receipt, on the site of SELLER during normal working hours upon prior notice to SELLER of such inspection. At any time during the term of the Contract upon 24 hours' prior notice, BOSAL may perform an audit on-site during SELLER's normal working hours. The audit shall not unnecessarily interfere with SELLER's performance of the

	<p>Contract.</p> <p>3. SELLER agrees to cooperate fully with the auditor in order to facilitate the audit, most particularly by granting the auditor access to any location, installation, documentation or information requested and by answering all questions of the auditor.</p> <p>4. As part of the audit, the auditor may take random samples of the Supplies manufactured or being manufactured by SELLER in order to confirm compliance with quality standards set forth in the Contract.</p> <p>5. SELLER shall undertake all measures agreed by the parties at the end of the audit within the time limits and under the conditions so agreed. Most particularly, SELLER undertakes to make all necessary quality improvements to the Supplies in order to achieve the quality standards set forth in the Contract, should the audit establish that such quality standards are not met.</p> <p>6. Expenses related to the audit shall be reimbursed by SELLER when the audit is in response to a problem, including but not limited to a quality or logistics problems, requiring urgent resolution in order to prevent or to settle a claim from BOSAL. Such expenses shall be reimbursed by SELLER:</p> <ul style="list-style-type: none"> - up to the costs incurred by the auditor in accordance with its policies with respect to employee work-related expenses; and - upon presentation by BOSAL of supporting documentation. Such reimbursement shall be made by wire transfer, within 20 calendar days following SELLER's receipt of the supporting documentation. <p>7. Controls and audits as described in § (39), shall not affect SELLER's liability nor the warranties given to BOSAL under the Contract, most particularly as regards the scope of its own internal controls, and shall not be detrimental to the rights and actions of BOSAL under the Contract, including but not limited to the right to claim damages in accordance with §§ 19 and 20, and/or to terminate all or part of the Contract in accordance with the provisions of § (30).</p>
(14) Information and documentation	SELLER to provide BOSAL with all necessary information and documentation in the possession or control of SELLER relating to the Supplies supplied to BOSAL and required to comply with applicable customs, product marking, country of origin, and other applicable laws.

E. Transfer of risk	
(15) Upon delivery	<p>1. Title on Supplies to pass to BOSAL upon delivery, unless otherwise agreed.</p> <p>2. Transfer of title to the Supplies occurs upon and at the date of the acceptance of the Order by SELLER.</p> <p>3. SELLER agrees to mark and to segregate, in the name and on behalf of BOSAL, the Supplies as it is manufactured. The Supplies shall not be commingled with SELLER's own inventory or other supplies to be delivered to other customers.</p> <p>4. SELLER shall bear all risk of loss and of damage to the Supplies until risk of loss is transferred to our Company in accordance with the Incoterms or in accordance with any other terms in the Contract to such effect.</p> <p>5. Transfer of risk of loss related to the Services shall be upon their final acceptance by BOSAL further to the procedures set forth in § (16).</p> <p>6. No reservation of title clause proposed by SELLER shall be effective against BOSAL, except if expressly accepted in writing by BOSAL. SELLER shall assure that no reservation of title clause shall be asserted by its Sub-Contractors for any element delivered by them and which is part of the Supplies.</p>

F. Inspection	
(16) Supplies	<p>1. All Supplies to be received subject to BOSAL's right of inspection and rejection, within 10 days</p> <p>2. Defective Supplies may be returned at SELLER's expense.</p> <p>3. Payment for Supplies prior to inspection shall not constitute an acceptance thereof.</p> <p>4. Acceptance by BOSAL shall not release SELLER's responsibility for latent defects or any other non-conformities, nor for any warranty claims.</p> <p>5. BOSAL's obligation to inspect the Supplies upon arrival at BOSAL's factory or warehouse is limited to visual defects, if any, and apparent outside defects easily discoverable at BOSAL's assembly line or upon instance of unpacking at its warehouse.</p> <p>6. In case of defective Supplies SELLER shall send his workers to sort out the defective Supplies; ultimately, defective Supplies may be returned at SELLER's expense.</p> <p>7. SELLER shall be liable for the cost occurred by the usage of defective Supplies.</p> <p>8. BOSAL shall do its best to inform SELLER of any apparent defects in the Supplies as soon as possible from the time at which such defects should be detectable in the ordinary course of operations.</p> <p>9. BOSAL's failure to assert a claim or reserve at the time of delivery and/or payment for Supplies shall not be considered as a final acceptance of the Supplies delivered, nor as an acceptance of the amount invoiced, and shall not, under any condition, be deemed as a waiver by BOSAL of its right to assert any claim in the future.</p> <p>10. BOSAL reserves the right to reject delivery of the Supplies in writing, in any form whatsoever, in the event of other than immaterial non-compliance of the Supplies with the Contract. BOSAL also reserves the right to reject delivery of excess quantities of the Supplies in the same manner.</p> <p>11. Without prejudice to the right of BOSAL to terminate the Contract in accordance with the provisions of § (30), or to claim compensatory damages, rejected Supplies shall be, at BOSAL's sole option, either:</p> <ul style="list-style-type: none"> - repaired or replaced immediately by and at the sole expense of SELLER, who shall have no right to raise any objections regarding the production or delivery schedule; or - refunded promptly upon demand of BOSAL. <p>12. Any rejected Product must be recovered by SELLER at its sole expense and risk within 8 calendar days following notice of rejection by BOSAL. It is expressly agreed that after such time, BOSAL may, without any liability whatsoever, at SELLER's sole cost, expense and risk, either destroy the rejected Supplies, or return them to SELLER.</p>
(17) SELLER's production processes	BOSAL may, upon reasonable advance notice to SELLER, inspect production processes, conduct testing and take

	samples at SELLER's premises for the sole purpose of verifying SELLER's performance under the Contract; such supervision shall not in any manner limit SELLER's contractual liabilities and responsibilities vis-à-vis BOSAL.
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G. Customs duty reliefs	
(18) Duties of SELLER	<ol style="list-style-type: none"> 1. SELLER shall provide that the Supplies comply with all relevant rules of origin and are accompanied by all necessary documentation (incl. the certificate of origin) which is accurate and valid to enable the importation of those Supplies to benefit from the tariff preference arrangements. 2. SELLER shall assist BOSAL in the claiming of applicable customs duty relief regimes; any refund of such taxes belong to BOSAL.

H. Product warranties	
(19) Non-conforming Supplies used by BOSAL	<ol style="list-style-type: none"> 1. SELLER shall be liable for any damage to BOSAL, direct or indirect, physical, material or immaterial, consequential or not, caused by itself and/or any of its sub-contractors as well as for any third-party losses (including losses incurred by BOSAL) with respect to the Supplies and/or the performance of the Contract. SELLER agrees to indemnify BOSAL in full for any and all consequences arising out of such damage or loss, including but not limited to all additional costs invoiced by BOSAL to SELLER. 2. SELLER, as an expert in its business, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by BOSAL in the performance of the Contract. 3. The acceptance by BOSAL of the initial samples does not release SELLER from liability for defect, damage or loss, and does not imply acceptance of the Supplies delivered and/or to be delivered. Receipt by BOSAL of the Supplies does not release SELLER from liability for any hidden or concealed defect regardless of when discovered and this notwithstanding the transfer of ownership and risks. 4. Upon the request of BOSAL, SELLER shall participate, at its own expense, in any audit or testing procedure related to the Supplies initiated by BOSAL or by BOSAL. 5. SELLER shall be responsible for any defects in delivered Supplies during 60 months after approved delivery to BOSAL. 6. SELLER shall at BOSAL's choice <ul style="list-style-type: none"> - repair or replace free of charge defect Supplies or take such other measures as are necessary to remedy such defects; or - compensate BOSAL for the purchase value of such Supplies or for any adjustment or corrective costs incurred, in addition to such other rights, remedies or choices BOSAL may have, at its option and sole discretion. 7. Save in the event where the invoices are unpaid by BOSAL and SELLER can provide sufficient and acceptable documentary evidence that such invoices remains due and unpaid by BOSAL, BOSAL's entire liability to SELLER for any loss, liability or damage, including attorney's fees, for any claim arising out of, or related to the Supplies provided to BOSAL and/or the performance of the Contract, regardless the form of action, will be limited to SELLER's actual direct out of pocket expenses which are reasonably incurred by SELLER and only to the extent that sufficient and acceptable documentary evidence of such damages is presented to BOSAL. The entire liability of BOSAL will not in any event exceed an amount equal to the total amount of purchases of Supplies made by BOSAL during the 3 months prior to the date on which the claim is made by SELLER. In no event will BOSAL, be liable to SELLER or any third party for lost of profits, consequential damages, special, incidental or punitive damages, howsoever arising out of or related to the performance of the Contract, regardless the basis of such a claim. Moreover no claim may be brought by SELLER more than 1 year after the date on which the cause of action arose, unless the applicable law to the Contract or to the claim prohibit any contractual limitation or waiver to the applicable statute of limitation, and therefore the statute of limitation applicable to such a claim shall be the one provided by the applicable law.
(20) Non-conforming Supplies resold by BOSAL	<ol style="list-style-type: none"> 1. SELLER shall be liable for any damage to BOSAL, direct or indirect, physical, material or immaterial, consequential or not, caused by itself and/or any of its sub-contractors as well as for any third-party losses (including losses incurred by BOSAL) with respect to the Supplies and/or the performance of the Contract. SELLER agrees to indemnify BOSAL in full for any and all consequences arising out of such damage or loss, including but not limited to all additional costs invoiced by BOSAL to SELLER. 2. SELLER, as an expert in its business, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by BOSAL in the performance of the Contract. 3. The acceptance by BOSAL of the initial samples does not release SELLER from liability for defect, damage or loss, and does not imply acceptance of the Supplies delivered and/or to be delivered. Receipt by BOSAL of the Supplies does not release SELLER from liability for any hidden or concealed defect regardless of when discovered and this notwithstanding the transfer of ownership and risks. 4. Upon the request of BOSAL, SELLER shall participate, at its own expense, in any audit or testing procedure related to the Supplies initiated by BOSAL or by BOSAL. 5. SELLER shall be responsible for any defects in delivered Supplies during 60 months as of delivery date to the end-consumer, unless otherwise agreed with BOSAL. 6. SELLER shall at BOSAL's choice <ul style="list-style-type: none"> - repair or replace free of charge defect Supplies or take such other measures as are necessary to remedy such defects; or - compensate BOSAL for the purchase value of such Supplies or for any adjustment or corrective costs incurred, in addition to such other rights, remedies or choices BOSAL may have, at its option and sole discretion. 7. Save in the event where the invoices are unpaid by BOSAL and SELLER can provide sufficient and acceptable documentary evidence that such invoices remains due and unpaid by BOSAL, BOSAL's entire liability to SELLER for any loss, liability or damage, including attorney's fees, for any claim arising out of, or related to the Supplies provided to BOSAL and/or the performance of the Contract, regardless the form of action, will be limited to SELLER's actual direct out of pocket expenses which are reasonably incurred by SELLER and only to the extent that sufficient and acceptable documentary evidence of such damages is presented to BOSAL. The entire liability of BOSAL will not in any event exceed an amount equal to the total amount of purchases of Supplies made by BOSAL during the 3 months prior to the date on which the claim is made by SELLER. In no event will BOSAL, be liable to SELLER or any third party for lost of profits, consequential damages, special, incidental or punitive damages, howsoever arising out of or related to the performance of the Contract, regardless the basis of such a claim. Moreover no claim may be brought by SELLER more than 1 year after the date on which the cause of action arose, unless the applicable law to the Contract or to the claim prohibit any contractual limitation or waiver to the applicable statute of limitation, and therefore the statute of limitation applicable to such a claim shall be the one provided by the applicable law.

(18) Recalls	<p>1. BOSAL shall:</p> <ul style="list-style-type: none"> - notify SELLER as soon as practicable after BOSAL learns that a recall being considered implicates the Supplies; and - consult with SELLER about the most cost-effective method of modifying or replacing the defective Supplies <p>2. SELLER shall be liable for costs and damages resulting from a recall if the recall results in whole or in part from a failure of the Supplies to conform to the warranties during the warranty period specified in the Contract.</p> <p>3. SELLER shall guarantee that he has subscribed an appropriate insurance covering the Supplies supplied and other consequences of a non-conformity.</p>
I. Product liability	
(19) Indemnification	<p>1. BOSAL shall notify SELLER as soon as practicable after BOSAL becomes aware of the basis for a product liability claim.</p> <p>2. SELLER shall indemnify and hold BOSAL harmless if requested by BOSAL from and against and in respect of the full amount of</p> <ul style="list-style-type: none"> - any such liability claims, incl. claims for personal injury and death, property damage, whether or not special, incidental, indirect, consequential and/or punitive, caused by such defect and / or by non-conforming Supplies; and - any reasonable attorney fees <p>if and to the extent caused by</p> <ul style="list-style-type: none"> - SELLER's defective design or manufacture of Supplies, delivery of non-conforming Supplies; or - SELLER's negligent acts or omissions in its performance under the Contract. <p>3. SELLER shall enter into and maintain adequate product liability insurance for the Supplies supplied to BOSAL.</p> <p>4. In the event of a third-party-product liability claim vs. SELLER for any of Supplies delivered by SELLER to BOSAL, BOSAL shall in no event be liable to SELLER for any damages, whether or not special, incidental, indirect, consequential and/or punitive relating thereto.</p>
J. Other warranties	
(23) Other warranties	<p>SELLER shall indemnify and protect BOSAL against all liabilities, claims or demands for injuries and/or damages (incl. consequential damages; reasonable attorney fees) to any person or property arising out of the performance of the purchase order by SELLER, its employees, contractors, agents, or any other representatives.</p>
K. Insurance	
(24) SELLER	<p>1. SELLER shall maintain</p> <ul style="list-style-type: none"> - a general liability insurance, naming BOSAL as additional insured; and - an all risk insurance for Supplies of BOSAL in SELLER's care <p>SELLER agrees to purchase and maintain at its own costs and expense, a commercial general liability insurance, including coverage for operations, completed operations, Supplies liability (including design, manufacture and distribution of the Supplies), with coverage for bodily injury, property damage, consequential loss and pure financial loss of at least 20,000,000 EUR for each occurrence, to cover its liability towards BOSAL or any third party, from a financially sound and reputable insurance company.</p> <p>2. The foregoing minimum coverage amounts do not in any way limit or affect SELLER's liability or obligations.</p> <p>3. The above coverage shall contain an "Immaterial Non Consecutive Damages" (INCD) clause as well as a clause relating to recall campaign costs and expenses incurred by BOSAL, by BOSAL or by a third party.</p> <p>4. SELLER will furnish, to BOSAL, promptly at its request, a certificate showing compliance with this § (24) or certified copies of insurance policies as well as of the payment of the premiums.</p> <p>5. SELLER shall inform BOSAL immediately in the event of termination or amendment of the insurance policy for any reason whatsoever. If such termination or amendment is likely to affect SELLER's ability to pay compensatory damages as required by § (19), BOSAL shall be entitled to terminate all or part of the Contract in accordance with the provisions of § (30).</p>
L. Compliance with laws	
(25) SELLER	<p>1. SELLER shall</p> <ul style="list-style-type: none"> - comply with applicable laws, rules and regulations of the country where the Supplies are manufactured; - warrant that the Supplies are in compliance with applicable laws, rules and regulations in the countries where they are to be used; - comply with all applicable child labor regulations and to check that all its affiliated companies and contract partners regarding the Supplies will comply thereto; and - comply to all safety regulations regarding the production of the Supplies. <p>2. SELLER shall indemnify BOSAL of any payments made or costs incurred due to such non-compliance of Supplies.</p>
M. Intellectual property rights	
(26) BOSAL	<p>1. No transfer of BOSAL IP rights to SELLER shall take place in the Contract.</p> <p>2. Drawings, descriptions and technical documents for the manufacture of Supplies or part thereof which are supplied by BOSAL to SELLER shall remain the property of BOSAL.</p> <p>3. BOSAL shall be the sole owner of its pre-existing rights, however acquired and shall have exclusive right to their use. SELLER shall refrain from using the pre-existing rights of the BOSAL without its prior written consent.</p> <p>4. SELLER shall indemnify and hold BOSAL harmless against and from any claim, challenge or action brought by a third party against BOSAL, in any place whatsoever, based on infringement, unfair competition or similar claim related to the use by SELLER of BOSAL's intellectual property rights. BOSAL shall inform SELLER as soon as possible of any such claims, challenge or actions.</p>

(27) SELLER	<p>1. SELLER shall admit BOSAL's right to use pictures, drawings, sketches, etc., supplied by SELLER concerning and/or related to the Supplies supplied to BOSAL regarding training/education, manufacturing, maintenance, sales and service of the Supplies.</p> <p>2. SELLER shall grant to BOSAL, its subsidiaries and affiliates an irrevocable and royalty-free worldwide license under each copyright of SELLER that is applicable to any intellectual property whatsoever furnished to BOSAL in connection with the Supplies.</p> <p>3. SELLER shall</p> <ul style="list-style-type: none"> - warrant that BOSAL will not, through sale or use of the delivered Supplies, infringe any patent, trade mark, design or any other intellectual property right; and - indemnify BOSAL for any payments BOSAL may be required to make to any third party because of an infringement of anyone of the abovementioned rights, including reasonable attorney fees.
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N. Equipment, tools, installations, materials, jigs, etc.

(28) Acquired by SELLER to manufacture the Supplies	<p>1. SELLER shall acquire and pay for any equipment tools, installations, materials, jigs, etc , for the manufacture of the Supplies according to the specifications, unless otherwise stated in the purchase order.</p> <p>2. SELLER shall grant to BOSAL an irrevocable option to take possession of any of the SELLER-equipment upon payment of SELLER of the book value thereof less the previous payment by BOSAL of the costs of any such equipment.</p> <p>3. Tooling shall be transferred to BOSAL at payment of BOSAL.</p> <p>4. Tooling shall be properly identified.</p>
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(29) Supplied by BOSAL to manufacture the Supplies	<p>1. If BOSAL supplies to SELLER any equipment for the manufacture of the Supplies, such equipment to remain the personal property of BOSAL.</p> <p>2. SELLER shall</p> <ul style="list-style-type: none"> - keep the BOSAL-equipment separate from materials belonging to SELLER; and - supervise, insure, maintain and care for the BOSAL-equipment. <p>3. Unless there is Contract on continued manufacture, BOSAL shall have the right to take back any of the BOSAL-equipment at the end of the Contract.</p> <p>4. SELLER may not use the BOSAL-equipment for account of any other party than BOSAL.</p> <p>5. Tooling shall be properly identified.</p>
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O. Termination

(30) BOSAL	<p>1. BOSAL may at any time without cause give written notice to SELLER to terminate the Contract or purchase order(s) forthwith and in such event BOSAL shall pay and SELLER shall accept in settlement of all claims hereunder such sum as shall reasonably compensate SELLER for the work done and raw materials received paid for and which are returnable by SELLER in and for the performance of the Contract(s) or purchase order(s) prior to termination thereof.</p> <p>2. BOSAL may give notice in writing to SELLER terminating this Contract with immediate effect if an order is made or a resolution is passed for the winding up of SELLER or an order is made for the appointment of an administrator to manage the affairs, business and property of SELLER, or such an administrator is appointed, or documents are filed with the Court for the appointment of an administrator, or notice of intention to appoint an administrator is given by SELLER or its directors, or a receiver is appointed of any of SELLER's assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order, or SELLER takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by SELLER with its creditors or an application to a court for protection from its creditors is made by SELLER.</p> <p>3. Upon termination or expiration of all or any part of the Contract for any reason whatsoever, SELLER agrees to do all things and to take all measures reasonably necessary or useful to assure that BOSAL or any third party designated by BOSAL, can continue, after termination of the Contract, to deliver the Supplies or perform the Services without disruption.</p>
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P. Spare parts

(31) SELLER	<p>1. SELLER agrees to manufacture spare parts for the Supplies according to the terms of the Contract and according to the after-sale needs conveyed to SELLER by BOSAL. Without limiting the foregoing, SELLER shall Supplies BOSAL with spare parts, at any time, on simple request of our Company and throughout the term of the Contract and for the additional period during which the Customer is likely to order spare parts from BOSAL.</p> <p>2. SELLER agrees to maintain in good condition all tools and equipment necessary to produce spare parts, and all corresponding drawings, designs and manufacturing processes until the end of the period of time as agreed by the parties.</p> <p>3. The price of spare parts shall be the same as the Price in effect during the manufacturing program, to which may be added specific conditioning and transportation costs as agreed by BOSAL.</p>
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Q. Confidential Information

(32) General	<p>1. All confidential information disclosed by a party to the other party to remain confidential and remain sole property of disclosing party.</p> <p>2. Except for:</p> <ul style="list-style-type: none"> - public available information; - such information received from third parties who had the apparent right to disclose it; or - information legally required for a party to disclose. <p>3. Designs, samples, drawings, schedules, programs or any other information that are supplied by BOSAL to SELLER are confidential and must not be used for any other purpose than to carry out BOSAL's purchase order.</p>
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	<p>4. Upon completion of the Contract, or at the earlier date agreed upon, each party shall on request, return all drawings and copies submitted by the other Party.</p> <p>5. If a confidentiality contract has already been entered into between the Parties with respect to the purpose of the Contract, the Parties agree to apply such contract to information exchanged as part of the contract.</p>
R. Assignment of contract	
(33) SELLER	Assignment of the Contract by SELLER is not allowed unless prior agreed by BOSAL in writing.
S. Sub-contracting	
(34) SELLER	Sub-contracting by SELLER is not allowed unless prior agreed by BOSAL in writing.
T. Force majeure	
(35) Duration	BOSAL may purchase the Supplies elsewhere if a situation force majeure exceeds 30 days.
U. Governing law	
(36) Country	Law of the country wherein the office principal of the BOSAL contracting party is situated.
(37) Exclusion	UN Convention on Contracts for the International Sales of Supplies (and annexes).
V. Miscellaneous	
(38) Advertising	SELLER will not advertise identity of or collaboration with BOSAL unless BOSAL's prior written consent.
(39) Audit rights	<p>1. BOSAL or its representative may audit SELLER's records of transactions to the extent needed to verify that:</p> <ul style="list-style-type: none"> - quantities of Supplies shipped and the prices match the Contract terms; and - delivered Supplies match the Contract specifications. <p>2. SELLER shall provide BOSAL with such reports on SELLER's business as BOSAL may reasonably require.</p> <p>3. SELLER for this purpose to preserve all required documents for a period of 5 years beyond the termination of the Contract.</p>
(40) Electronic communication	SELLER shall comply with the method(s) of electronic communication specified by BOSAL.
(41) Relationship of the parties	Parties are independent contractors.
(42) Waiver	Waiver of a contractual right by a party on a particular occasion does not mean waiver of that right on a subsequent occasion.
(43) Entire Contract	The Contract supersedes all prior oral or written arrangements, representations or other contracts by the parties.
(44) Severability	Invalidity of one provision does not mean invalidity of the whole contract.
(45) Notices	Must be in writing to the contractual addresses of the parties.
(46) Ethical standards	<p>1. SELLER (incl. all employees and agents of SELLER) not to</p> <ul style="list-style-type: none"> - give or offer to give any gift of benefit to a BOSAL employee (incl. members of the employee's immediate family and household, plus any other person who is attempting to benefit from his or her relationship to the employee) - solicit or accept favoritism from a BOSAL employee; nor - enter into any outside business relationship with said employee without full disclosure to, and prior approval of BOSAL's management. <p>2. In particular, SELLER undertakes to fully comply with the provisions of all ethical, social and environmental commitments that may be requested by Customers to the Company.</p>